

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF
RHODE ISLAND**

Seandell Forman
34 Crossman Street
Central Falls, RI 02863
Plaintiff

vs.

M2 PHENOM LLC
650 Ponce De Leon Avenue, Suite 300
Atlanta, GA 30016
Defendant

Case No. _____

CLAIM

Jury Trial Requested

CLAIM

Now Comes Plaintiff, Seandell Forman, of 34 Crossman Street, Central Falls, Rhode Island 02863 email seandell_forman@yahoo.com, Sui Juris, In Propria Persona, hereby sues Defendant, M2 PHENOM LLC, of 650 Ponce De Leon Avenue, Suite 300, Atlanta, GA 30016 for violations of the Telephone Consumer Protection Act (TCPA) 47 USC § 227.

PRELIMINARY STATEMENT

1. This is an action for damages and injunctive relief brought by Plaintiff against Defendant for violations of the Telephone Consumer Protection Act (TCPA) 47 USC § 227(b)(1)(A)(iii).
2. Upon belief and information, Plaintiff contends that these practices are widespread and common action of the Defendant. Plaintiff intends to propound discovery to Defendant in order to identify these other individuals who have suffered similar violations.
3. Plaintiff contends that the company Defendant has violated such laws by sending text messages without prior express written consent from the Plaintiff to the Plaintiff's cellular phone.

JURISDICTION AND VENUE

4. The jurisdiction of this Court is conferred by 47 USC § 227(b)(3). The Court has supplemental jurisdiction over state law claims.

5. Venue is proper in this District pursuant to 28 USC § 1391(b)(2). Venue is proper in this District in that the Plaintiff resides here, the Defendant transacts business here, and the conduct complained of occurred here.
6. This is an action for damages.
7. Plaintiff, Seandell Forman, is a natural person and is a resident of Rhode Island.
8. Defendant, M2 PHENOM LLC, is a Georgia Corporation, authorized to do business in Rhode Island.
9. All conditions precedent to the bringing of this action have been performed, waived or excused.

FACTUAL ALLEGATIONS

10. Plaintiff has never given express written consent permitting Defendants actions.
11. On May 18, 2023, 4:02 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free Metro2 class start in 3 hrs, join 15mins early for cash giveaway! Live room link: <http://mbtxt.com/B6u> Credit tip: <http://mbtxt.com/rHM>"
12. On May 18, 2023, 6:01 PM, Plaintiff received a text message from Defendant without express written consent stating, "Let's Go! Free Metro2 class start in 1hr! Dion is doing a \$1,700 giveaway! Room link: <http://mbtxt.com/B6u> Msg from Dion: <http://mbtxt.com/sez>"
13. On May 18, 2023, 6:56 PM, Plaintiff received a text message from Defendant without express written consent stating, "The call is starting and seats are filling up, and you are about to miss the cash giveaway details, click the link to join <http://mbtxt.com/B6u>"
14. On May 18, 2023, 7:11 PM, Plaintiff received a text message from Defendant without express written consent stating, "Hey Seandell this is Dion's assistant, are you here? Please respond in the chat, if you are! Here's the link>> <http://mbtxt.com/B6u>"
15. On May 18, 2023, 7:31 PM, Plaintiff received a text message from Defendant without express written consent stating, "It's not too late to join the FREE Metro2 700 credit score call. We just getting to the good parts! Click here to join in <http://mbtxt.com/B6u>"
16. On June 15, 2023, 7:21 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free Metro2 700 Credit & \$100K in Funding class starts @7pm EST Tonight, join 15mins early for cash giveaway! Live room link: <http://mbtxt.com/Ff5>"

17. On June 22, 2023, 7:42 PM, Plaintiff received a text message from Defendant without express written consent stating, "Dion is hosting his last free Metro2 credit webinar for a while, its about to be FIRE! He's doing a cash giveaway, class starts NOW, link: <http://mbltxt.com/FPP>"
18. On August 16, 2023, 5:41 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free Metro2 call tonight @ 8:30pm est on how to repair your credit for only \$147! Also learn you how to make \$2K+ a month part-time! Join: <http://mbltxt.com/yvd>"
19. On August 16, 2023, 7:59 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free Metro2 call start in 1hr @ 8:30pm est on how to repair your credit for only \$147 plus how to make \$2K+ a month part-time! Join here: <http://mbltxt.com/yvd>"
20. On August 16, 2023, 8:36 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free Metro2 call starting Now and seats are filling up! Your opportunity to finish 2023 strong! Join free call here: <http://mbltxt.com/yvd>"
21. On August 16, 2023, 9:02 PM, Plaintiff received a text message from Defendant without express written consent stating, "Its not too late to join the Free Metro2 call to repair your credit for only \$147 plus how to make \$2K+ a month part-time! Join here: <http://mbltxt.com/yvd>"
22. On September 4, 2023, 10:42 AM, Plaintiff received a text message from Defendant without express written consent stating, "Seandell, our 50% off Labor Day Sale for DTD Credit Restoring E-Course is now LIVE! Click here to claim your offer: <http://mbltxt.com/U4s>"
23. On September 7, 2023, 7:22 PM, Plaintiff received a text message from Defendant without express written consent stating, "yo Seandell, our 50% off Labor Day Sale for DTD Credit Restoring E-Course ends in a few hours! Don't miss out! Click here: <http://mbltxt.com/U4s>"
24. On November 13, 2023, 5:07 PM, Plaintiff received a text message from Defendant without express written consent stating, "Early Xmas gift from Dion. Here is a Free Copy of his Metro2 Ebook; <http://mbltxt.com/XUo?knN> Improve your credit and be ready for 2024! www.metro2phenom.com"
25. On November 23, 2023, 10:00 AM, Plaintiff received a text message from Defendant without express written consent stating, "Our BFCM \$900 OFF Sale for DTD Credit Restoring E-Course is now LIVE! Click here to claim your offer now >> <http://mbltxt.com/YTE> Dion Coopwood"
26. On November 27, 2023, 9:39 AM, Plaintiff received a text message from Defendant without express written consent stating, "Our BIGGEST EVER DTD Credit Restoring E-Course BFCM Sale Ends tonight midnight! Click here to claim your offer now: <http://mbltxt.com/YTE> Dion Coopwood"
27. On November 27, 2023, 9:19 PM, Plaintiff received a text message from Defendant without express written consent stating, "FINAL CALL! 3 Hours Left for our BIGGEST DTD Credit Restoring E-Course Sale! Last chance to claim you \$900 Discount here : <http://mbltxt.com/YTE>"

28. On January 4, 2024, 9:55 AM, Plaintiff received a text message from Defendant without express written consent stating, "Good Morning Family Happy Thursday!! Get ready for Webinar Framework Coaching w/Dion @ 9PM EST"
29. On March 12, 2024, 11:47 AM, Plaintiff received a text message from Defendant without express written consent stating, "Dion's 40th Birthday is 3/14! Get his credit course for only \$400 & join his community for only \$40! Sale Goes live on 3/14 . Text Bday to [855.487.5117](tel:855.487.5117)!"
30. On March 15, 2024, 12:10 PM, Plaintiff received a text message from Defendant without express written consent stating, "My DM's & email are flooded with request to bring the Bday sale back today! So we just opened up 20 more spots, move fast and secure your spot NOW!
<https://www.happybirthdaydion.com>"
31. On March 15, 2024, 7:48 PM, Plaintiff received a text message from Defendant without express written consent stating, "Join the #1 Credit Community today! Learn how to improve your credit & make money doing it! Build biz credit & more weekly classes! Click <http://mbtxt.com/1eK8>"
32. On May 8, 2024, 6:54 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free credit call about start! How to fix your credit, get \$25K+ in funding, & how to make \$2K+ a mo part time. Click here to join in <http://mbtxt.com/1mFf>"
33. On May 8, 2024, 7:14 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free credit call about start! How to fix your credit, get \$25K+ in funding, & how to make \$2K+ a mo part time. Click here to join in <http://mbtxt.com/1mFf>"
34. On May 9, 2024, 7:27 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free credit call about to start! How to fix your credit, get \$25K+ in funding, & how to make \$2K+ a /mo part time. Click here to join now <http://mbtxt.com/1mFf>"
35. On June 17, 2024, 1:34 PM, Plaintiff received a text message from Defendant without express written consent stating, "Father's Day sale extended, Get my \$1,500 program for only \$49! Time to invest in you and your families future, click the link; <https://mbtxt.com/1gxn>"
36. On July 4, 2024, 10:21 PM, well beyond reasonable hours of business, Plaintiff received a text message from Defendant without express written consent stating, "Crazy 4th of July Opportunity! Join Dion & Friends For 3 Days of Live Classes 100% Free, and enter to win \$1K Cash! Click Link: <https://mbtxt.com/1szO>"
37. On July 31, 2024, 7:36 PM, Plaintiff received a text message from Defendant without express written consent stating, "Last chance, end of month sale get my \$1,500 credit program for only \$49. Sale is over after next 25ppl or at midnight, click here <https://mbtxt.com/1wl4>"

38. On August 16, 2024, 7:28 PM, Plaintiff received a text message from Defendant without express written consent stating, "Dion's Crazy credit course flash sale til midnight for only \$297, reg price is \$1,500! Personal & Biz Credit and more, click here <https://mbtxt.com/1xmM>"
39. On September 2, 2024, 4:16 PM, Plaintiff received a text message from Defendant without express written consent stating, "Flash Sale, learn how to improve your credit, get funding, & make \$2K+ per month part time...all for only \$49! Free info training here: <https://mbtxt.com/1mFf>"
40. On September 28, 2024, 11:21 AM, Plaintiff received a text message from Defendant without express written consent stating, "Free Class on how to improve your credit 50-100+ points & obtain \$50K+ in capital! Also learn how to win \$5,000K cash! Register here: <https://mbtxt.com/1yNy>"
41. On September 29, 2024, 6:06 PM, Plaintiff received a text message from Defendant without express written consent stating, "Free Class tomorrow on how to improve your credit 50+ pnts with Ai & how to obtain 50K in funding! Also learn how to win a \$5K giveaway: <https://mbtxt.com/1yNy>"
42. On October 26, 2024, 12:09 PM, Plaintiff received a text message from Defendant without express written consent stating, "Come Get 5 Days of Coaching For Only \$37 + Enter Your Chance To Win \$5,000K cash raffle! Click Here <https://mbtxt.com/1zt7?5fb>"
43. On November 2, 2024, 2:46 PM, Plaintiff received a text message from Defendant without express written consent stating, "Wow! You aren't registered for the 5 days of live class to learn how to make more money on sale for only \$37 Wallo will be pulling up <https://mbtxt.com/1zt7?9si>"
44. On November 27, 2024, 2:26 PM, Plaintiff received a text message from Defendant without express written consent stating, "Wassup Family, 2025 is approaching and I am committed to making 10 more Millionaires! Yep I said Millionaires! So I'm doing some ultra special for Black Friday that I have never done before. I'm offering my \$12,500 Mentorship program for only \$3,500 for the first 10 ppl to get in my program for serious individuals only. Text me and say "Mentorship" to [219.613.6644](https://www.instagram.com/mr.phenomenalpower) to lock in - financing options available! Lets work!"
45. On November 28, 2024, 12:35 PM, Plaintiff received a text message from Defendant without express written consent stating, "Join Dion on his IG live for a Thanksgiving \$5,000 cash raffle! Join now <https://www.instagram.com/mr.phenomenalpower> Text 219.613.6644 for Mentorship!"
46. On December 1, 2024, 5:15 PM, Plaintiff received a text message from Defendant without express written consent stating, "Damn! Dion decided to extend his Black Friday Credit Course Sale, get course for only \$297! For first 20ppl only... <https://mbtxt.com/1Agw?8Gd>"
47. On December 1, 2024, 5:48 PM, Plaintiff received a text message from Defendant without express written consent stating, "Damn! Dion decided to extend his Black Friday Credit Course Sale, get course for only \$297! For first 20ppl only! Click here <https://mbtxt.com/1Agw?9q0>"

48. On January 27, 2025, 10:29 AM, Plaintiff received a text message from Defendant without express written consent stating, "Welcome to Credit2Cash Family! Kick Off call starts tonight at 8PM EST (7PM CST, 6PM MT, 5PM PST)! Link will be sent 30 mins before call starts. We will cover general information about the mentorship, and ensure you are ready for this amazing journey! Lets goooooo"
49. On January 27, 2025, 7:16 PM, Plaintiff received a text message from Defendant without express written consent stating, "Kick Off call starting in 1HR. Can't wait to see you in the room to officially welcome you! Room link <http://www.connectwithdion.com/>"
50. On January 27, 2025, 7:45 PM, Plaintiff received a text message from Defendant without express written consent stating, "C2C Kick Off call is starting come get in the room. Click Link --> <http://www.connectwithdion.com/> Passcode: c2c Lets growwwwww"
51. On January 27, 2025, 9:59 PM, well beyond reasonable hours of business, Plaintiff received a text message from Defendant without express written consent stating, "HEY FAMILY LAST CHANCE TO GET 5 DAYS OF LIVE MENTORSHIP FOR ONLY \$27!!! <https://mbtxt.com/1BmW?9p8>"
52. On January 30, 2025, 7:43 PM, Plaintiff received a text message from Defendant without express written consent stating, "OMG! DionxDarius just dropped the Mentorship price to something so CRAZY 2 Mentors for one price! Get in the room <http://mbtxt.com/yvd>"
53. On January 30, 2025, 8:14 PM, Plaintiff received a text message from Defendant without express written consent stating, "Whoaaa Special Guest Wallo from Million Dollars Worth of Game is in the room! Get here NOW <http://mbtxt.com/yvd>"
54. On March 7, 2025, 11:13 AM, Plaintiff received a text message from Defendant without express written consent stating, "My bday in 7 days, and Im giving value all week! Tonight learn how to properly liquidate credit cards up to \$500,000. Join here: <https://mbtxt.com/1C9u?EVK>"
55. On March 7, 2025, 5:47 PM, Plaintiff received a text message from Defendant without express written consent stating, "Hey Seandell! Tonight I'm hosting a FREE zoom teaching you how to properly liquidate any credit card up to \$500,000 & how to make \$10K a month from their cell phone, you don't want to miss this one! 8pm EST (7pm CST, 6pm MT, 5pm PST) Link will be sent 30 mins before call start time to join waiting room! Lets goooo!"
56. On March 20, 2025, 9:03 PM, Plaintiff received a text message from Defendant without express written consent stating, "DAMN! 5 DAY OF LIVE MENTORSHIP FOR ONLY \$47! LEARN HOW TO GET A 700 CREDIT SCORE, GET \$50K IN CREDIT, AND HOW TO MAKE MONEY VIA WIFI <https://mbtxt.com/1Cnu?1Bw>"

57. On April 21, 2025, 9:02 AM, Plaintiff received a text message from Defendant without express written consent stating, "Damn! I can learn about real estate & get mentorship for only \$25! Join now for only \$25 versus \$97 tomorrow, click here <https://mbtxt.com/rET5?61X>"
58. On May 24, 2025, 12:01 PM, Plaintiff received a text message from Defendant without express written consent stating, "5 days of live mentorship w/ Dion & Kevo to learn the credit hacks to better your credit, get funding, and start your biz making 10K+ <https://mbtxt.com/wo1E?61v>"
59. None of the 49 unsolicited text messages had the proper opt out notice required by the Telephone Consumer Protections Act (TCPA).
60. Plaintiff pays for the use of his cellular service.
61. Plaintiff has suffered damages due to Defendant's actions.

COUNT I
VIOLATION OF TELEPHONE CONSUMER PROTECTION ACT (TCPA) 47 USC § 227(b)(1)(A)(iii)
BY DEFENDANT THE EDGE FITNESS CLUBS

62. Plaintiff alleges and incorporates the information in paragraphs 1 through 61.
63. Defendant M2 PHENOM LLC have demonstrated willful or knowing non-compliance with 47 USC § 227(b)(1)(A)(iii) by using an automatic telephone dialing system to call or text Plaintiff's cellular number. Each of these calls or text messages are subject to treble damages pursuant to 47 USC § 227(b)(3) as they were intentional.
64. Defendant M2 PHENOM LLC has called or sent text messages to Plaintiff's cellular phone no less than 47 times using an automatic telephone dialing system or an artificial or prerecorded voice contrary to 47 USC § 227(b)(1)(A)(iii).
65. Plaintiff and Defendant do not have an established business relationship within the meaning of 47 USC § 227. Plaintiff is entitled to damages of \$1500 per violation pursuant to 47 USC § 227(b)(3).

WHEREFORE, Plaintiff demands judgment for damages against Defendant M2 PHENOM LLC for actual and/or statutory damages, and punitive damages, and costs, and attorney fees, pursuant to the Telephone Consumer Protection Act (TCPA) 47 USC § 227(b)(3)(C).

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Dated: June 2, 2025

In Good Faith,

By: 

Seandell Forman

C/o 34 Crossman Street

Central Falls, Rhode Island 02863

919-793-8675